

17432-A
RECORDATION NO. 17432 FILED 1991

Law Offices of

JUL 15 1991 -10 00 AM CHAPMAN AND CUTLER

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17432-B
RECORDATION NO. 17432 FILED 1991

17432-C
RECORDATION NO. 17432 FILED 1991

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July 15, 1991

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Units
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

17432
RECORDATION NO. 17432 FILED 1991

JUL 15 1991 -10 00 AM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Railcar Lease, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

New No.

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The second document, Security Agreement-Trust Deed, dated as of July 1, 1991, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- A

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Counterparts - 17432-A, B, C

CHAPMAN AND CUTLER

The third document, Lease Supplement No. 1, dated as of July 15, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Indiana Michigan Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

-B

The fourth document, Security Agreement Supplement No. 1, dated as of July 15, 1991, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

-C

A general description of the equipment covered by each of these documents and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

A short summary of the documents to appear in the index follows:

Railcar Lease, dated as of July 1, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement-Trust Deed, dated as of July 1, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-4, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

CHAPMAN AND CUTLER

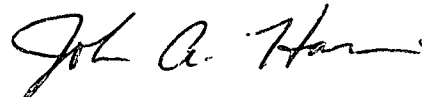
Lease Supplement No. 1 dated as of July 15, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 1, dated as of July 15, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-4, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

A filing fee of \$60.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By: 
John A. Harris

JAH:ttr
Enclosure

JUL 15 1991 -10 00 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 1

SECURITY AGREEMENT SUPPLEMENT NO. 1 dated July 15, 1991 between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of July 1, 1991, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of July 1, 1991 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

- (1) all the units of property and equipment described in Schedule A annexed hereto;
- (2) all accessories, equipment, parts and appurtenances appertaining or attached to any units of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and
- (3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Indiana Michigan
Power Trust No. 91-4

By


Its Vice President

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Security Trustee

By

Its Authorized Officer

SECURITY TRUSTEE

STATE OF Connecticut
COUNTY OF Hartford

) ss Hartford

P G. KANE, on this 15th day of July, 1991, before me personally appeared
a Vice President of The Connecticut National Bank, that said instrument was signed on
behalf of said corporation by authority of its Board of Directors; and he acknowledged that
the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara D. Hager
Notary Public

BARBARA G. HAGER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 1996

My commission expires 3/31/96

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1991, before me personally appeared,
_____, to me personally known, who being by me duly sworn, says that he is
a _____ of Wilmington Trust Company, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution and foregoing instrument was the free act and deed of
said corporation.

Notary Public

(SEAL)

My commission expires: _____

DESCRIPTION OF EQUIPMENT

259 - 100-ton 4000 c.f. triple hopper coal cars as more specifically described below:

Car Numbers

AEPX 2601	AEPX 2707	AEPX 2827	AEPX 2923	AEPX 3026	AEPX 3126
AEPX 2607	AEPX 2710	AEPX 2829	AEPX 2924	AEPX 3027	AEPX 3127
AEPX 2610	AEPX 2711	AEPX 2835	AEPX 2925	AEPX 3028	AEPX 3128
AEPX 2613	AEPX 2713	AEPX 2839	AEPX 2927	AEPX 3031	AEPX 3129
AEPX 2616	AEPX 2714	AEPX 2841	AEPX 2928	AEPX 3032	AEPX 3130
AEPX 2617	AEPX 2715	AEPX 2842	AEPX 2929	AEPX 3035	AEPX 3132
AEPX 2618	AEPX 2721	AEPX 2844	AEPX 2931	AEPX 3042	AEPX 3134
AEPX 2620	AEPX 2723	AEPX 2845	AEPX 2933	AEPX 3043	AEPX 3139
AEPX 2624	AEPX 2727	AEPX 2846	AEPX 2934	AEPX 3044	AEPX 3144
AEPX 2625	AEPX 2729	AEPX 2847	AEPX 2937	AEPX 3045	AEPX 3145
AEPX 2628	AEPX 2733	AEPX 2851	AEPX 2938	AEPX 3046	AEPX 3148
AEPX 2629	AEPX 2742	AEPX 2853	AEPX 2939	AEPX 3047	AEPX 3149
AEPX 2631	AEPX 2744	AEPX 2854	AEPX 2940	AEPX 3049	AEPX 3151
AEPX 2633	AEPX 2745	AEPX 2856	AEPX 2941	AEPX 3053	AEPX 3152
AEPX 2634	AEPX 2747	AEPX 2857	AEPX 2950	AEPX 3061	AEPX 3154
AEPX 2639	AEPX 2751	AEPX 2858	AEPX 2951	AEPX 3064	AEPX 3156
AEPX 2644	AEPX 2757	AEPX 2859	AEPX 2955	AEPX 3065	AEPX 3157
AEPX 2645	AEPX 2758	AEPX 2860	AEPX 2959	AEPX 3066	AEPX 3159
AEPX 2647	AEPX 2764	AEPX 2861	AEPX 2961	AEPX 3075	AEPX 3160
AEPX 2648	AEPX 2767	AEPX 2866	AEPX 2962	AEPX 3078	AEPX 3161
AEPX 2651	AEPX 2768	AEPX 2867	AEPX 2965	AEPX 3080	AEPX 3166
AEPX 2652	AEPX 2771	AEPX 2868	AEPX 2967	AEPX 3082	AEPX 3167
AEPX 2655	AEPX 2773	AEPX 2869	AEPX 2973	AEPX 3084	AEPX 3169
AEPX 2657	AEPX 2775	AEPX 2870	AEPX 2974	AEPX 3086	AEPX 3170
AEPX 2663	AEPX 2777	AEPX 2876	AEPX 2977	AEPX 3087	AEPX 3171
AEPX 2667	AEPX 2779	AEPX 2878	AEPX 2979	AEPX 3090	AEPX 3172
AEPX 2671	AEPX 2784	AEPX 2880	AEPX 2980	AEPX 3091	AEPX 3173
AEPX 2673	AEPX 2787	AEPX 2887	AEPX 2987	AEPX 3092	AEPX 3174
AEPX 2674	AEPX 2790	AEPX 2890	AEPX 2989	AEPX 3094	AEPX 3175
AEPX 2677	AEPX 2791	AEPX 2891	AEPX 2993	AEPX 3095	AEPX 3176
AEPX 2680	AEPX 2792	AEPX 2892	AEPX 2994	AEPX 3098	AEPX 3179
AEPX 2682	AEPX 2796	AEPX 2894	AEPX 2995	AEPX 3099	AEPX 3185
AEPX 2685	AEPX 2797	AEPX 2897	AEPX 2996	AEPX 3101	AEPX 3189
AEPX 2686	AEPX 2801	AEPX 2898	AEPX 2998	AEPX 3103	AEPX 3191
AEPX 2688	AEPX 2805	AEPX 2901	AEPX 2999	AEPX 3104	AEPX 3192
AEPX 2690	AEPX 2806	AEPX 2905	AEPX 3000	AEPX 3105	AEPX 3193
AEPX 2692	AEPX 2808	AEPX 2906	AEPX 3001	AEPX 3106	AEPX 3194
AEPX 2693	AEPX 2810	AEPX 2911	AEPX 3003	AEPX 3109	AEPX 3198
AEPX 2694	AEPX 2811	AEPX 2912	AEPX 3004	AEPX 3113	AEPX 3200
AEPX 2698	AEPX 2812	AEPX 2914	AEPX 3005	AEPX 3114	
AEPX 2699	AEPX 2818	AEPX 2915	AEPX 3012	AEPX 3115	
AEPX 2700	AEPX 2821	AEPX 2920	AEPX 3021	AEPX 3117	
AEPX 2703	AEPX 2822	AEPX 2921	AEPX 3023	AEPX 3124	
AEPX 2704	AEPX 2824	AEPX 2922	AEPX 3024	AEPX 3125	

SECURITY AGREEMENT SUPPLEMENT NO. 1

SECURITY AGREEMENT SUPPLEMENT NO. 1 dated July 15, 1991 between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of July 1, 1991, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of July 1, 1991 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(1) all the units of property and equipment described in Schedule A annexed hereto;

(2) all accessories, equipment, parts and appurtenances appertaining or attached to any units of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and

(3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

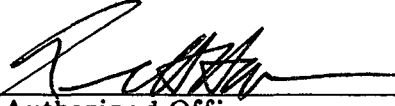
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Indiana Michigan
Power Trust No. 91-4

By _____
Its _____

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Security Trustee

By  _____
Its Authorized Officer

SECURITY TRUSTEE

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 1991, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of The Connecticut National Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires _____

STATE OF Delaware)
COUNTY OF New Castle)

On this 15th day of July, 1991, before me personally appeared, Emmett R. Harmon, to me personally known, who being by me duly sworn, says that he is a Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public

(SEAL)

My commission expires: _____

SONJA F. ALLEN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 30, 1992

DESCRIPTION OF EQUIPMENT

259 - 100-ton 4000 c.f. triple hopper coal cars as more specifically described below:

Car Numbers

AEPX 2601	AEPX 2707	AEPX 2827	AEPX 2923	AEPX 3026	AEPX 3126
AEPX 2607	AEPX 2710	AEPX 2829	AEPX 2924	AEPX 3027	AEPX 3127
AEPX 2610	AEPX 2711	AEPX 2835	AEPX 2925	AEPX 3028	AEPX 3128
AEPX 2613	AEPX 2713	AEPX 2839	AEPX 2927	AEPX 3031	AEPX 3129
AEPX 2616	AEPX 2714	AEPX 2841	AEPX 2928	AEPX 3032	AEPX 3130
AEPX 2617	AEPX 2715	AEPX 2842	AEPX 2929	AEPX 3035	AEPX 3132
AEPX 2618	AEPX 2721	AEPX 2844	AEPX 2931	AEPX 3042	AEPX 3134
AEPX 2620	AEPX 2723	AEPX 2845	AEPX 2933	AEPX 3043	AEPX 3139
AEPX 2624	AEPX 2727	AEPX 2846	AEPX 2934	AEPX 3044	AEPX 3144
AEPX 2625	AEPX 2729	AEPX 2847	AEPX 2937	AEPX 3045	AEPX 3145
AEPX 2628	AEPX 2733	AEPX 2851	AEPX 2938	AEPX 3046	AEPX 3148
AEPX 2629	AEPX 2742	AEPX 2853	AEPX 2939	AEPX 3047	AEPX 3149
AEPX 2631	AEPX 2744	AEPX 2854	AEPX 2940	AEPX 3049	AEPX 3151
AEPX 2633	AEPX 2745	AEPX 2856	AEPX 2941	AEPX 3053	AEPX 3152
AEPX 2634	AEPX 2747	AEPX 2857	AEPX 2950	AEPX 3061	AEPX 3154
AEPX 2639	AEPX 2751	AEPX 2858	AEPX 2951	AEPX 3064	AEPX 3156
AEPX 2644	AEPX 2757	AEPX 2859	AEPX 2955	AEPX 3065	AEPX 3157
AEPX 2645	AEPX 2758	AEPX 2860	AEPX 2959	AEPX 3066	AEPX 3159
AEPX 2647	AEPX 2764	AEPX 2861	AEPX 2961	AEPX 3075	AEPX 3160
AEPX 2648	AEPX 2767	AEPX 2866	AEPX 2962	AEPX 3078	AEPX 3161
AEPX 2651	AEPX 2768	AEPX 2867	AEPX 2965	AEPX 3080	AEPX 3166
AEPX 2652	AEPX 2771	AEPX 2868	AEPX 2967	AEPX 3082	AEPX 3167
AEPX 2655	AEPX 2773	AEPX 2869	AEPX 2973	AEPX 3084	AEPX 3169
AEPX 2657	AEPX 2775	AEPX 2870	AEPX 2974	AEPX 3086	AEPX 3170
AEPX 2663	AEPX 2777	AEPX 2876	AEPX 2977	AEPX 3087	AEPX 3171
AEPX 2667	AEPX 2779	AEPX 2878	AEPX 2979	AEPX 3090	AEPX 3172
AEPX 2671	AEPX 2784	AEPX 2880	AEPX 2980	AEPX 3091	AEPX 3173
AEPX 2673	AEPX 2787	AEPX 2887	AEPX 2987	AEPX 3092	AEPX 3174
AEPX 2674	AEPX 2790	AEPX 2890	AEPX 2989	AEPX 3094	AEPX 3175
AEPX 2677	AEPX 2791	AEPX 2891	AEPX 2993	AEPX 3095	AEPX 3176
AEPX 2680	AEPX 2792	AEPX 2892	AEPX 2994	AEPX 3098	AEPX 3179
AEPX 2682	AEPX 2796	AEPX 2894	AEPX 2995	AEPX 3099	AEPX 3185
AEPX 2685	AEPX 2797	AEPX 2897	AEPX 2996	AEPX 3101	AEPX 3189
AEPX 2686	AEPX 2801	AEPX 2898	AEPX 2998	AEPX 3103	AEPX 3191
AEPX 2688	AEPX 2805	AEPX 2901	AEPX 2999	AEPX 3104	AEPX 3192
AEPX 2690	AEPX 2806	AEPX 2905	AEPX 3000	AEPX 3105	AEPX 3193
AEPX 2692	AEPX 2808	AEPX 2906	AEPX 3001	AEPX 3106	AEPX 3194
AEPX 2693	AEPX 2810	AEPX 2911	AEPX 3003	AEPX 3109	AEPX 3198
AEPX 2694	AEPX 2811	AEPX 2912	AEPX 3004	AEPX 3113	AEPX 3200
AEPX 2698	AEPX 2812	AEPX 2914	AEPX 3005	AEPX 3114	
AEPX 2699	AEPX 2818	AEPX 2915	AEPX 3012	AEPX 3115	
AEPX 2700	AEPX 2821	AEPX 2920	AEPX 3021	AEPX 3117	
AEPX 2703	AEPX 2822	AEPX 2921	AEPX 3023	AEPX 3124	
AEPX 2704	AEPX 2824	AEPX 2922	AEPX 3024	AEPX 3125	